IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

LUSCIOUS LIMO SERVICE, INC.,	**:**	
Plaintiff	**:**	
v.	**:**	**Civil Action No.** 16-9017
	:	**(Judge Vanaskie)**
BIG BAD LIMO SERVICE, INC.,	**:**	
AND LOUIS DEDRIVER,	**:**	
Defendants	**:**	

VERIIFIED COMPLAINT

Plaintiff Luscious Limo Services, Inc., by and through its undersigned counsel, hereby complains of Defendants Big Bad Limo Service, Inc., and its owner, Louis DeDriver, (collectively, "Defendants") as follows:

1. Luscious Limo, a limousine service provider established in November, 2008, brings this action against Big Bad Limo Service, a direct competitor owned by Defendant DeDriver, to put a judicial halt to

Defendants' on-going campaign to bolster their business and tarnish Luscious Limo’s business through false and deceptively misleading Internet promotional reviews. These false Internet reviews, which, upon information and belief, are all authored or directed by DeDriver and either published anonymously or through the use of multiple fictitious screen names, avatars, e-mail addresses or other nonverifiable profiles, purport to relay customers' real life experiences with either Luscious Limo or Big Bad Limo which, in actuality, never occurred. Defendants’ fictitious reviews are unfairly critical of Luscious Limo’s services and drivers while, at the same time, flatter the Big Bad drivers with undeserving praise and adulations. Defendants have engaged in the foregoing conduct in an effort to, inter alia, mislead potential limousine customers and otherwise disparage and unfairly compete with Luscious Limos. Such conduct can and must be immediately halted under the Lanham Act 15 U.S.C. section 1125(a) et seq. (the "Lanham Act") as well as the various common law causes of action set forth below.

2. Luscious Limo is a corporation duly organized, established and existing under the laws of the Commonwealth of Pennsylvania which maintains a place of business in Elysburg, Pennsylvania.

3. DeDriver is competent adult individual who resides in Atlas, Pennsylvania.

4. Big Bad Limo is a corporation duly organized, established and existing under the laws of the Commonwealth of Pennsylvania which maintains a place of business in Shamokin, Pennsylvania.

5. Jurisdiction is proper pursuant to 28 U.S.C. sections 1331 and 1367.

6. Venue is proper pursuant to 28 U.S.C. section1391(a)(2) because the events giving rise to the claims herein occurred in this judicial district.

7. As a regular part of their deceptive and underhanded business practices, Defendants regularly post and continue to post on various Internet websites, including but not limited to, www.google.com, www.yellowpages.com and www.yellowbook.com, false and disparaging reviews and/or comments about Luscious Limo while, at the same time, also regularly posting wholly contrived and fictitious positive reviews about Big Bad Limo.

8. DeDriver or those acting at his discretion, have attempted to shield their identities by posting said comments and/or reviews through the use of numerous fictitious screen names, avatars, e-mail addresses or other non-

verifiable profiles, including, upon information and belief, those set forth in the exemplar reviews described below.

9. The following are some examples of the blatantly false and disparaging Internet reviews of Luscious Limo that DeDriver is believed to have either published or caused to be published:

"WORST LIMO SERVICE EVER9'

"Our friends and I rented a limo from Luscious Limo and it had to be the WORST experience of our lives. 1. The driver was an hour late and we missed our reservations. 2. The limo stunk of beer and there were empty bottles in the cooler. 3. The driver got lost twice. 4. He had the nerve to want us to pay overtime at the end of our trip. 5. He must of asked us 5 times about his tip. Please do yourself a huge favor and avoid this limo company like the plague."
Posted by: "godada1000" on http://www.yellowpages.com.

b) **"I WISH WE COULD GET OUR MONEY BACK?"**
"This had to be the worse part of our wedding, the limo was late, it smelled of beer from the night before and then the driver came into the reception and asked my father for his tip, when we already prepaid it when we reserved the limo. This is not a professional Limo company. Please do yourself a big favor and shop around, don't get burned we did."

Posted by: BevandBill02 on http://www.yellowbook.com

10. DeDriver has also used aliases to post fictitious testimonials about Big Bad’s services. For instance, Whitney and Wally purportedly posted the following on June 22, 2009:

"We rented from Big Bad Limo for our wedding. They really made our day a special one. It is hard enough to have to do all the preperations[sic] besides the limo. But you made everything go so easy and the drivers and the limos were fantastic. We will tell everyone to rent from you."

Upon information and belief, "Whitney and Wally", similar to the other screen names identified above, are fictitious names created by DeDriver.

COUNT 1

VIOLATION OF 15 U.S.C. section 1125(a) et seq.

11. Luscious Limo hereby incorporates by reference each of the allegations set forth above as if set forth fully at length herein.

12.. The Lanham Act provides, in part, as follows:

(a) Civil action.

(1) Any person who . . . uses in commerce any word, term, name, symbol, or device, or any combination thereof, or any false designation of origin, false or misleading description of fact, or false or misleading representation of fact, which --
(A) is likely to cause confusion or to cause mistake, or to deceive as to the affiliation, connection, or association of such person with another person, or as to the origin, sponsorship, or approval of his or her goods, services, or commercial activities by anther person, or
(B) in commercial advertising or promotion, misrepresents the nature, characteristics, qualities, or geographic origin of his or her or another person's goods, services or commercial activities, shall be liable in a civil action by any person who believes that he or she is or is likely to be damages by such act.

13. For any such violation, the Lanham Act authorizes the Court to award to the plaintiff up to treble damages or the profits derived from violation of the Act, whichever is greater, together with the costs of the action, including reasonable attorneys' fees.

14. The aforementioned acts of Defendants are likely to confuse and/or deceive and it is believed and therefore averred that they have confused and/or deceived the public as to the services and commercial activities of Luscious Limo and/or Big Bad Limo, all in violation of Section 43(a) of the Lanham Act.

15. The aforementioned acts of Defendants constitute false or misleading representations of fact concerning the services and commercial activities of Luscious Limo and Big Bad.

WHEREFORE Plaintiff respectfully demands as follows:

a. temporarily, preliminarily and permanently enjoining and restraining Defendants from:

I. publishing or causing to be published any false, disparaging or otherwise misleading Internet reviews or other forms of advertisement or promotions relating in any way to Plaintiff and/or its services, vehicles, drivers and/or employees;

ii. publishing or causing to be published any false or misleading Internet reviews or other forms of advertisement or promotions relating in any way to Big Bad Limo and its services, vehicles, drivers and/or employees; or

iii. engaging in any other form of marketing or advertising that in any way falsely portrays either Plaintiff or Defendants, or their respective services, vehicles, drivers and/or employees;

iv. remove or cause to remove all false and/or misleading Internet reviews posted by or on behalf of Defendants that relate in any way to Plaintiff, Big Bad or their respective services, vehicles, drivers or employees;

v. issue retractions on www.google.com, www.yellowbook.com, www.yellowpages.com and any other Internet sites containing Defendants' false postings that correct said postings and advise customers and potential customers of the false and misleading nature of Defendants' prior postings.

b. for an award of compensatory damages, trebled under 15 U.S.C. section 1117;

c. for an award of attorneys' fees and costs of suit under 15 U.S.C. section 1117;

d. for past and future expenses and costs associated with any corrective advertising and/or promotional efforts necessitated by Defendants' false publications; and

e. for such other and further relief to which Plaintiff may be justly entitled in the opinion of this Court.

COUNT II

DEFAMATION

16. Luscious Limo hereby incorporates by reference each of the allegations set forth above as if set forth fully at length herein.

17. Defendants' false statements relating to Plaintiff’s business activities and conduct, including, but not limited to, the imputation that Plaintiff is unprofessional, that it provides the "worst" limo services in the areas, that its drivers are amateurish and that its limos are uncomfortable or otherwise unkempt are defamatory.

18. Defendants published these false and defamatory statements on the Internet. Because of the growth of the Internet and the corresponding proliferation of electronic communication, the impact of the defamatory

communications is deafening and the potential recipients of said communications is endless.

19. It is abundantly clear that the false and defamatory statements apply to Plaintiff.

20. The recipients of Defendants' defamatory communications would understand and have understood the publications' defamatory meaning and that said publications apply to Plaintiff.

21. The false and defamatory reviews falsely ascribe to Plaintiff a lack of skill and competence in the limo industry sufficient to constitute defamation per se.

22. In the meantime, as a direct and proximate result of Defendants' foregoing actions, Plaintiff has suffered and will continue to suffer damages, including but not limited to loss of sales, loss of prospective business, loss of good will and injury to its business reputation.

WHEREFORE Plaintiff respectfully demands as follows:

a. temporarily, preliminarily and permanently enjoining and restraining Defendants from:

i. publishing or causing to be published any false, disparaging or otherwise misleading Internet reviews or other forms of advertisement or promotions relating in any way to Plaintiff and/or its services, vehicles, drivers and/or employees;

ii. publishing or causing to be published any false or misleading Internet reviews or other forms of advertisement or promotions relating in any way to Big Bad Limo and its services, vehicles, drivers and/or employees; or

iii. engaging in any other form of marketing or advertising that in any way falsely portrays either Plaintiff or Defendants, or their respective services, vehicles, drivers and/or employees;

iv. remove or cause to remove all false and/or misleading Internet reviews posted by or on behalf of Defendants that relate in any way to Plaintiff, Big Bad or their respective services, vehicles, drivers or employees;

v. issue retractions on www.google.com, www.yellowbook.com, www.yellowpages.com and any other Internet sites containing Defendants' false postings that correct said postings and advise customers and potential customers of the false and misleading nature of Defendants' prior postings.

b. for an award of compensatory damages;

c. for an award of punitive damages; and

e. for such other and further relief to which Plaintiff may be justly entitled in the opinion of this Court.